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INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 4 September, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

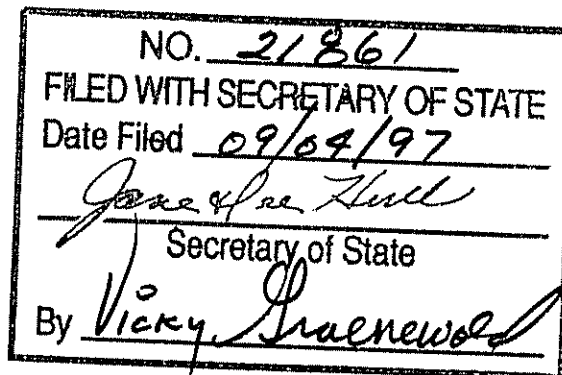
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and Chapter 2, Section 2 of the City Charter, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's reconstruction of the I-17 Dunlap Avenue traffic interchange now under construction, it is necessary to reconstruct the traffic signal at 25th Avenue and Dunlap Avenue, at an estimated cost of \$36,500, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE

1. The State will:

a. Furnish at the State's own expense, the design plans, specifications and other such documents and services required for construction of the Project (collectively referred to as "construction documents"). Incorporate City's comments, modifications and additions proposed, and comply with all applicable City standards, rules, regulations and requirements.

b. By change order to the State's existing construction contract, accomplish construction of the installation of conduits with pull wires, junction boxes, pole foundations (with City-furnished anchor bolts and steel reinforcements) and cabinet foundations for traffic signals and lighting. See Exhibit "A", attached hereto and made a part hereof, for further detail of responsibility.

c. Reimburse the City for the actual cost of signal materials provided to the State's contractor by the City, in accordance with the construction documents noted in II.1.a., above. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

e. Reimburse the City for the actual cost of materials, equipment and labor required to effect an operational installation of traffic signals and lighting in accordance with the construction documents noted in II.1.a., above.

2. The City will:

a. Review the construction documents and provide comments to the same. Provide anchor bolts and steel reinforcement for pole foundations in accordance with City of Phoenix Supplement to Maricopa Association of Governments Uniform Standard Specifications, Section 351 - Traffic Signal Materials and Construction.

b. Furnish, install and make operational all necessary traffic signal and lighting equipment, wiring and associated hardware required by the construction documents in II.1.a., above. All equipment and materials furnished by the City, as referenced in Exhibit "A", shall conform with National Electrical Code and the provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways.

c. Inspect the underground work accomplished by the State's contractor and install traffic signal loop detectors.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

e. Upon completion and acceptance by the State, provide maintenance and electrical energy to operate the signal.

f. Furnish an invoice to the State for the actual labor, equipment and material costs associated with the activities identified in II.2.a. and 2.b. above.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until all terms and conditions as set forth herein have been satisfied and the Project has been accepted and approved by the State and the City.

2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
200 W. Washington, 5th Floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By 

JAMES H. MATTESON, P.E.
Director, Street Transportation

By 

EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

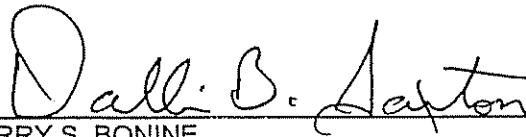
By 

VICKY MIEL
City Clerk

RESOLUTION

BE IT RESOLVED on this 2nd day of May 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to reconstruct the traffic signal at 25th Avenue and Dunlap, due to reconstruction of the I-17 Dunlap Street traffic interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for 
LARRY S. BONINE
Director

TRAFFIC SIGNAL AT DUNLAP AVENUE & 25TH AVE CITY OF PHOENIX MATERIALS AND LABOR TO BE BILLED TO ADOT				
1. MATERIALS	NEW TRAFFIC SIGNAL EQUIPMENT TO BE SUPPLIED BY CITY OF PHOENIX	TRAFFIC SIGNAL EQUIPMENT SALVAGED BY CITY OF PHOENIX (80% Credit for Reusable Current Inventory Items)	EQUIPMENT COST TO BE BILLED TO ADOT (Net=New Minus Salvaged)	
	3 - Type A Poles	3 - Type A Poles	-0-	
	3 - Type M Poles & Rebar		3 - Type M Poles & Rebar	
		2 - Type C Poles	-0-	
		1 - Type D Pole	-0-	
	2 - 30' Sig. Mast Arms		2 - 30' Sig. Mast Arms	
	2 - 20' Sig. Mast Arms		2 - 20' Sig. Mast Arms	
		2 - 25' Signal Mast Arms	-0-	
		2 - 15' Signal Mast Arms	-0-	
	3 - 250W HPS Luminaires	3 - 250W HPS Luminaires	-0-	
	6 - 3 Section Vehicle Heads (12")	4 - 3 Section Vehicle Heads (12")	2 - 3 Section Vehicle Heads (12")	
	6 - 3 Section Vehicle Heads (8")	5 - 3 Section Vehicle Heads (8")	1 - 3 Section Vehicle Heads (8")	
	6 - Pedestrian Signals	6 - Pedestrian Signals	-0-	
	3 - Pedestrian Push Buttons	3 - Pedestrian Push Buttons	-0-	
	1 - Unmetered Service	1 - Unmetered Service	-0-	
	1 - Controller	1 - Controller	-0-	
			Total Net Equipment →	A. Total Net Equipment
2. CITY OF PHOENIX LABOR				B. Inspection of Underground
3. CITY OF PHOENIX LABOR				C. Labor to Install Signal Equipment

City of Phoenix Bill to ADOT = Total A+B+C

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30th day of July, 1997.

Michael D. House

ACTING
DLP City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-1128TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 29, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:cu/7409